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Gmail - Re: Update - [ZGP-WMJGQ-381]

1/8/24, 10:07 AM



Kayleigh Severn

Re: Update - [ZGP-WMJGQ-381]

2 messages

Romeo Brown  
To: Jeddonna P <support@mail.salesupport.ladesk.com>  
Cc: Kayleigh Severn

Jeddonna P,

That does not sit well with me at all; if you look at the screenshots below, you can find the email where the suspension was made, which called for an appeal (explanation on how things will be fixed) presented to Walmart and denied. It says clearly that the store is terminated and will not be reinstated. Please review the screenshots below and get back to me as soon as possible. Today preferabl

4:21



< All Inboxes Walmart Marketplace...

Care Requirements Shipping Policy

Hello ASNF61,



**Your account has been  
suspended due to excessive  
number of orders with missing  
carrier scan.**

Please note that you are still required to handle all customer service-related matters for Walmart during your suspension, and all open orders must be shipped by their Expected Ship Date (ESD) with valid tracking.

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## How to Appeal for Reinstatement

**Analyze your performance** – Review your "Performance -> Order and Fulfillment -> Shipping Performance" in Seller Center. **Create a Business Plan of Action** – Detail steps you will take to correct the performance issue. **Submit your plan**– Create a Partner Support case Go to My Account --> Performance Issues -> Appealing Account Suspension to appeal with your Business Plan of Action.

A decision will be given to you within five business days of receipt. If your selling privileges are reinstated, you should continue following the steps outlined in your Business Plan of Action to improve your performance metrics and avoid future violations.

### Payment Related:



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# Walmart \* Marketplace

Hello Seller,

As you know, our expectation is that all Marketplace sellers deliver the best customer experience, while also following all Walmart.com Marketplace Program policies and guidelines. After a careful and thorough review of your account, it was determined that these expectations are not being met. As a result, your appeal has been denied.

**Because we place a high value in the trust our**



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**customers place in us, we are terminating your Walmart Marketplace Program Retailer Agreement\* with Walmart, effective immediately.**

Please note that we have closed the appeal process on this matter. Your outstanding balance, if any, will be released within 180 days or earlier depending on the timing of any pending refunds, chargebacks and any other liabilities. The final payment will be net of customer refunds, credit card chargebacks and any other amounts owed to Walmart.

Our partner payments team will notify you separately if any additional action is required on your part.

Regards,

Romeo Brown  
Artist | Philanthropist

On Jul 18, 2022, at 4:16 PM, Jerdonna P <support@mail.ssalessupport.ladesk.com> wrote:

<https://mail.google.com/mail/u/0/?ik=46a1cceb74&view=pt&search=...simpl=msg-f:1739361595146924073&simpl=msg-f:1739465323841582195>

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Attachment F

PX8

000372

Gmail - Re: Update - [ZGP-WMJGQ-381]

1/8/24, 10:07 AM

Hi Romeob99,

Apologies for the delay in response.

Your previous request was reviewed. Currently, the company is unable to process a partial refund at this time. In full consideration of the contact, you signed which was for 1 Walmart store, w/ suspended by the marketplace in question.

Considering that the team is still working or reactivating the Walmart store, we will be starting your amazon store on amazon FBM which is the amazon version of what was initially contracted platform.

With this process, we will be doing 2 step shipping so this will ensure that we are in full compliance with the terms and conditions of Amazon.

Please confirm if you have any questions or concerns regarding this process.

Additionally, in the original contract offered with Walmart, the buyback terms will still remain the same.

Sincerely,

—Original message—

From: Romeo Brown [REDACTED]  
Sent: 07/15/2022 04:14:36

Hello,

It's been an entire week with no update. Can you please let us know what's going on?

Romeo Brown  
Artist | Philanthropist  
[REDACTED]

On Jul 8, 2022, at 6:47 AM, Jerdonna P <support@mail.salesupport.ladesk.com> wrote:

Romeo Brown [REDACTED]  
To: Jerdonna P <support@mail.salesupport.ladesk.com>

Also see below per section 10 of the contract.

## Pricing Breakdown

# \$30,298

- A. In consideration for this Agreement, Client shall pay Consultant a one-time consulting fee of thirty thousand dollars (\$30,000.00) USD (the "Fee"), via wire transfer or ACH to Consultant's bank account within 72 hours



Gmail - Re: Update - [ZGP-WMJGQ-381]

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of execution of this Agreement. Except as expressly permitted under Section 10, the Fee is nonrefundable.

- B. Client shall also thereafter, beginning in the month following the month in which the Fee is paid, pay Consultant one hundred ninety nine (\$199.00) USD per month (the "Maintenance Fee"), or thirty five percent (35%) of the Net Profit from Client's Stores per month (the "Ongoing Commission"), whichever is greater plus an additional ninety nine dollars (\$99) software fee paid directly to the software provider. Client shall not be responsible for payment of the Ongoing Commission or the Maintenance Fee if, other than due to breach of this Agreement by Client, there is no activity in Client's Stores for said month (or a portion thereof, where such portion exceeds 15 days).
- C. Consultant shall invoice Client monthly, and Client has seventy-two (72) hours to remit



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Client has seventy-two (72) hours to permit payment.

## 10. REFUND POLICY –

### 10. REFUND POLICY –

- A. Subject to Paragraph (C) below, during the Term of this Agreement, if Consultant's Services result in a Prohibited Action, twice, Client has the option ("Refund Option") to request a refund. Additionally, following an eighteen(18) month period if the Client has not made back their initial stores costs, Client has the option to request a refund within a thirty (30) day period following their 18th month of working days. To exercise the Refund Option, Client must notify Consultant of that election in writing. In that event, subject to Paragraph (C), Consultant will refund a portion of the Fee, as defined in



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Paragraph (B) below (the "Refund Amount").

- B. The Refund Amount shall be calculated by the following formula: (x) the Fee (\$30,000.00) less (y) any Net Profit and Cash Back Client received during the Refund Period, and less (z) any Net Profit and Cash Back Client received through the Cure Stores; provided, however, that (1) Client has not engaged in any act that interferes with the operation of Client's Stores or of Consultant's Services or which would be in breach of this Agreement, including, without limitation, a Suspension of Client's Stores for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises the Refund Option. The Parties further agree that under no circumstance shall the Refund Amount exceed the Fee of (\$30,000.00).
- C. Client's right to exercise the Refund Option for reason of Prohibited Action under Paragraph (A) is expressly conditioned on



## 10. REFUND POLICY –

request a refund. Additionally, following an eighteen(18) month period if the Client has not made back their initial stores costs, Client has the option to request a refund within a thirty (30) day period following their 18th month of working days. To exercise the Refund Option, Client must notify Consultant of that election in writing. In that event, subject to Paragraph (C), Consultant will refund a portion of the Fee, as defined in Paragraph (B) below (the "Refund Amount").

- B. The Refund Amount shall be calculated by the following formula: (x) the Fee (\$30,000.00) less (y) any Net Profit and Cash Back Client received during the Refund Period, and less (z) any Net Profit and Cash Back Client received through the Cure Stores; provided, however, that (1) Client has not engaged in any act that interferes with the operation of Client's Stores or of Consultant's Services or which would be in



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breach of this Agreement, including, without limitation, a Suspension of Client's Stores for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises the Refund Option. The Parties further agree that under no circumstance shall the Refund Amount exceed the Fee of (\$30,000.00).

- C. Client's right to exercise the Refund Option for reason of Prohibited Action under Paragraph (A) is expressly conditioned on Consultant first managing one replacement store (the "Cure Store") for Client, and the Cure Store also resulting in a Prohibited Action.

Continued on p. 12

Kayleigh Severn [REDACTED]  
To: Steven Papkin <steven.papkin@fisherbroyles.com>

Mon, Jul 25, 2022 at 2:27 PM

Begin forwarded message:

From: Romeo Brown [REDACTED]  
Date: July 18, 2022 at 6:46:11 PM CDT  
To: Jerdonna P <support@mail.sale-support.ladesk.com>  
Subject: Re: Update - [ZGP-WMJGQ-381]

Also see below per section 10 of the contract.

<https://mail.google.com/mail/u/0/?ik=46a1cceb74&view=pt&search=...simpl=msg-f:1739361595146924073&simpl=msg-f:1739465323841582195>

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Attachment F

PX8

000378

Gmail - Re: Update - [ZGP-WMJGQ-381]

1/8/24, 10:07 AM

Roman Sterling H. <roman@optimize.digital.com>  
To: Optimize Support <support@optimize.digital.com>, support@passivescaling.com, Optimize Help Team <help@optimize.digital.com>  
Cc: Tatiana S <tatiana@passivescaling.com>, Steven@passivescaling.com, jerdonna@passivescaling.com, [REDACTED]

Tue, Jul 26, 2022 at 5:56 PM

Hey Team,

I recently received feedback from Jerome Brown regarding the suspension of his Walmart store. He would like to hear back from the team about getting this matter resolved. Please advise. See email below.

Kind regards,



**Roman Sterling H.**  
Senior Sales Officer  
Optimize Digital LLC

Roman@Optimize.digital.com  
www.Optimize.digital.com  
3349 Michelson Dr. Suite 200, Irvine, CA

----- Forwarded message -----

From: Romeo Brown [REDACTED]  
Date: Tue, Jul 26, 2022 at 8:43 PM  
Subject: Fwd: Update - [ZGP-WMJGQ-381]  
To: Roman Sterling <Roman@optimize.digital.com>

Please see email below directly from WalMart

Romeo Brown  
Artist | Philanthropist  
[REDACTED]

Begin forwarded message:

From: Romeo Brown [REDACTED]  
Date: July 18, 2022 at 4:31:23 PM PDT  
To: Jerdonna P <support@mail.sale-support.ladesk.com>  
Cc: Keyleigh Sevens <[REDACTED]>  
Subject: Re: Update - [ZGP-WMJGQ-381]

Jerdonna P,  
(Quoted text hidden)



----- Forwarded message -----

From: Jestoni G <[jestoni@asn61store.com](mailto:jestoni@asn61store.com)>

Date: Fri, Jul 8, 2022 at 2:27 PM

Subject: ASN61 LLC WEEKLY PERFORMANCE UPDATE

To: Romeo Brown <[REDACTED]>, Romeo Brown <[REDACTED]>, Kayleigh Severn <[REDACTED]>

Cc: Trudy S <[trudy@passivescaling.com](mailto:trudy@passivescaling.com)>

Hello,

Good day to you!

Here is the Weekly Performance Update.

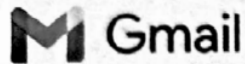
ASN61 LLC WEEKLY PERFORMANCE UPDATE			
Date	7/8/2022	Explanation of Report	
Report Name	Units of Measurement	Amount/Date	
Total Sales FBA side	\$	\$1,170.11	This is your total revenue on Amazon for the lifetime management of your store
Sales in last 30 days FBA side	\$	\$1,170.11	This is the Sales for your store in the last 30 days
Total Net Profit FBA side	\$	\$148.39	This is your total profit for the lifetime management of your store
Total cost of all placed PO in the last 30 days	\$	\$4,489.70	This is the total inventory your purchased in the last 30 days not including any FEES.
Cost of Orders Placed this week	\$	\$0.00	This is how much orders we placed this week in DOLLARS
Number of POs placed this week	Amount	0	How many POs were placed this week for the store
Last Order Date	Date	6/16/2022	This is the date you had your last order
Available Funds for Placing Orders	\$	5,000	This is how much funds you have remaining for inventory. This is adjusted based on a formula. If this is not accurate or you would like to revise it , please let us know.
Inventory Level	\$	\$1,247.30	This is the cost of your active inventory in your store.
Inbound Inventory	\$	\$129.00	This is the cost of your inbound inventory that has been shipped from 3PL services and is on it's way to Amazon's warehouse.
Inventory over 90 days of age	Sell Packs	0	This is the inventory age. We keep track of any inventory before it gets to 90 days to make sure everything turns within that time period. We dont monitor for shorter time period because we let amazon seller run out instead of reducing margins.
Restock Limit	Sell Packs	4828/5000	This is your current storage limit. We monitor this weekly to get it to go up. This is in UNITS.
Total Number of Vendor Accounts open for ordering	Amount	14	This is the number of distributors or manufacturer's accounts you have in open/active status that we can buy inventory from.

Best Regards,  
Jestoni



Gmail - Fwd: Updated invitation: Romeo Brown Refund follow up @ Sat Jul 30, 2022 9:30am - 10am (PDT) ( [REDACTED] )

1/8/24, 10:07 AM



Kayleigh Severn [REDACTED]

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**Fwd: Updated invitation: Romeo Brown Refund follow up @ Sat Jul 30, 2022  
9:30am - 10am (PDT) [REDACTED]**

1 message

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Romeo Brown <[REDACTED]>

Sat, Jul 30, 2022 at 9:23 AM

To: Kayleigh Severn <[REDACTED]>

Romeo Brown  
Artist | Philanthropist  
[REDACTED]

Begin forwarded message:

**From:** jerdonna@hourlyrelief.com  
**Date:** July 29, 2022 at 9:27:34 AM PDT  
**To:** [REDACTED] Steven R <steven@sales.support>, jerdonna@passivescaling.com  
**Subject:** Updated invitation: Romeo Brown Refund follow up @ Sat Jul 30, 2022 9:30am - 10am (PDT) [REDACTED]  
**Reply-To:** jerdonna@hourlyrelief.com

**This event has been updated**  
**Changed:** time



Gmail - Fwd: Updated invitation: Romeo Brown Refund follow up @ Sat Jul 30, 2022 9:30am - 10am (PDT) [REDACTED]

1/8/24, 10:07 AM

## Join with Google Meet

### Meeting link

[meet.google.com/eti-dqrb-ups](https://meet.google.com/eti-dqrb-ups)

### Join by phone

(US) +1 262-297-6698

PIN: 533820419

More phone numbers

### When CHANGED

Saturday Jul 30, 2022 · 9:30am – 10am (Pacific Time - Los Angeles)

~~Saturday Jul 30, 2022 10am – 10:30am (Pacific Time - Los Angeles)~~

### Guests

[jerdonna@hourlyrelief.com](mailto:jerdonna@hourlyrelief.com) - organizer

Steven R  
[REDACTED]

[jerdonna@passivescaling.com](mailto:jerdonna@passivescaling.com)

[View all guest info](#)

Reply for [REDACTED]

Yes

No

Maybe

More options

Invitation from Google Calendar

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to [Calendar settings](#), select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)



Gmail - Re: Waiting on email - [RSJ-CXLDL-322]

1/8/24, 10:06 AM



Kayleigh Severn

## Re: Waiting on email - [RSJ-CXLDL-322]

6 messages

Jerdonna P <support@mail.salessupport.ladesk.com>

Wed, Aug 3, 2022 at 8:33 AM

To: Romeo Brown <[REDACTED]>, jerdonna@passivescaling.com, Kayleigh Severn <[REDACTED]>

Hi Rome [REDACTED],  
Apologies for the delay

This email is a follow-up to the meeting held on July 30, 2022, to discuss your request for a partial refund of your initial investment in light of the fact that you sign up for Walmart and that store is now terminated.

Based on the action of Walmart our team has examined the fact and is advising against re-applying for Walmart.

Though we were unable able to process your request for a partial cash refund we have proposed the following cure plan to operate your active amazon store for the remainder of your contract.

The Plan is as follows :

- Our team will be operating the dual channel model on your amazon store for the remainder of the contract. This module consists of doing both amazon FBA and aazon FBM at the same time to assist with scaling and improving profitability.
- For the FBA module, our team will be offering you 5000 USD credit with one of our vendors to work along with the 5000 already spent by your team on purchase orders. an order will be placed and processed within the next 30 to 60 days.
- The team will provide additional monitoring to the fba store to ensure that we are able to sell the items and turn a profit
- We are only requesting that your team commit to repurchasing the inventory once sold.

### Addition of Aazon FBM

- The team will also set up and manage The FBM portion of the store.
- While drop shipping is a hands-off program we have created the watch list to ensure that clients have clarity on what is needed to operate within amazon terms and conditions for FBM and also to provide a sample of the team's daily operation, and what goes into running and maintaining an active and profitable FBM store.
- How the process is similar to drop shipping on Walmart where we are listing profitable products on the store, customers are placing orders for the times, and we are then sourcing items with the vendor and only placing orders once we have confirmed the availability of the item with the vendor. This way we ensure that we are able to fill all orders in line with amazon terms and conditions and we are also reducing returns and refunds.
- What is expected of you, - you are expected to provide the team with a cc connected to either the business or its owner you also have the option of meeting with the team 3-5 times throughout the 60-day program( meeting times depend on team availability)

Additionally please attached bank statements so that we can recon previous charges

Sincerely,

Attachment I

PX8

000383



Gmail - Re: Waiting on email - [RSJ-CXLDL-322]

1/8/24, 10:06 AM

-----Original message-----

From: Romeo Brown [REDACTED]  
Sent: 08/02/2022 20:11:19

Hello,

We discussed an email being sent out by Monday, today is Tuesday. Please give us an update.

Romeo Brown  
Artist | Philanthropist  
[REDACTED]

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**Kayleigh Severn** <ksevernmail@gmail.com>  
To: Jerdonna P <support@mail.salessupport.ladesk.com>  
Cc: Romeo Brown [REDACTED], jerdonna@passivescaling.com

Mon, Aug 15, 2022 at 1:42 PM

Hi Jerdonna,  
Is there an update here yet?  
Thank you,  
Kayleigh

On Aug 3, 2022, at 10:33 AM, Jerdonna P <support@mail.salessupport.ladesk.com> wrote:

[Quoted text hidden]

---

**Jerdonna P** <support@mail.salessupport.ladesk.com>  
To: Kayleigh Severn [REDACTED]  
Cc: Romeo Brown [REDACTED], jerdonna@passivescaling.com

Tue, Aug 16, 2022 at 3:08 PM

Hi Kayleigh,

The team has issued the 5000 credit with the vendor 1HR, the products should be processed from their warehouse by the end of the week and be prepared for shipment for amazon.

Additionally the store is ready for FBM and is waiting on your go ahead to start the process

Sincerely,

[Quoted text hidden]

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**Kayleigh Severn** <[REDACTED]>  
To: Jerdonna P <support@mail.salessupport.ladesk.com>  
Cc: Romeo Brown [REDACTED], jerdonna@passivescaling.com

Tue, Aug 16, 2022 at 3:09 PM

Gmail - Re: Waiting on email - [RSJ-CXLDL-322]

1/8/24, 10:06 AM

Okay. Sounds good. Please let Romeo know what he needs to provide for the drop shipping.

Kayleigh

On Aug 16, 2022, at 5:08 PM, Jerdonna P <support@mail.salessupport.ladesk.com> wrote:

[Quoted text hidden]

---

**Kayleigh Severn** [REDACTED]

Mon, Aug 22, 2022 at 12:13 PM

To: Jerdonna P <support@mail.salessupport.ladesk.com>

Hi Jerdonna,

If I want to liquidate our existing product with amazon so that I can get my initial credit card charges back how would I go about doing that?

Thank you,

Kayleigh

On Aug 16, 2022, at 5:08 PM, Jerdonna P <support@mail.salessupport.ladesk.com> wrote:

Hi Kayleigh,

[Quoted text hidden]

[Quoted text hidden]

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**Kayleigh Severn** [REDACTED]

Mon, Aug 29, 2022 at 3:49 PM

To: Jerdonna P <support@mail.salessupport.ladesk.com>

Jerdonna,

Please advise. I haven't heard back from you after my initial email on Aug 22.

Kayleigh Severn

[Quoted text hidden]

Kayleigh Severn

Senior Executive Assistant  
[REDACTED]



Gmail - Legal Action Notice!!!

1/8/24, 10:06 AM



Kayleigh Severn

**Legal Action Notice!!!**

4 messages

Romeo Brown

Mon, Nov 21, 2022 at 11:35 AM

To: "Roman@optimyzedigital.com" <Roman@optimyzedigital.com>, payments@optimyzedigital.com, Tatiana S <tatiana@passivescaling.com>, Optimize Support <support@optimyzedigital.com>, Toni@passivescaling.com, trudy@passivescaling.com, jerdonna@passivescaling.com

To Whom it may concern:

Passive Scaling was warned three times for selling the Goli Nutrition Apple Cider Vinegar Gummies product illegally. This was just one of many products in which this warning issued. Whenever Kayleigh & I reached out about this issue, we were pacified with a multitude of reply's assuring us that this issue was either resolved or being handled. We found this to be false, after a minimum of 100 complaints from clients not receiving their items Wal-Mart contacted the company that our account had been suspended indefinitely and we would need to dispute the suspension as well as provide plan on how we would remedy the problem. Obviously this brought up major concerns to Kayleigh and I because we paid Passive Scaling 30k to do a job that they were supposed to be professionals at. Nevertheless, we still stuck with the company. Once again we were assured that this issue would be resolved...It wasn't, our account is permanently closed with Wal-Mart and we are no longer able to use our seasoned ASNF61 LLC account due to this lack of attention.

In addition, the contract we signed was for a Walmart store, not an Amazon store which is what passive scaling remedied the closing of our Walmart store with. The initial payment from us to passive scaling would have been less than 30k if we had decided to go with an Amazon store. We received no refund when Amazon store was created and we also were never given a new contract for this Amazon store. Essentially, we don't even have a legal contract between us and passive scaling for you to manage an Amazon store for us. This is illegal.

We also would like to touch on the complete lack of communication that there has been between passive scaling and us. We have booked countless phone meetings that were not attended to by passive scaling, despite being scheduled. We also never receive updates on our sales and the progress of our Amazon store and the communication was lacking while the Walmart store was up and running. It took several months for us to even get any sort of financial report of where charges on credit cards were linked too.

After our last call, you tried to again remedy the issues we were having by offering us 5,000 of our money to be used for additional product in the Amazon store. This was several months ago and no product has been added to the store. Passive scaling and its employees and representatives are constantly saying things and never following through. We can barely even get a hold of anyone when necessary. We have many unanswered emails, and Google messages. This is extremely unprofessional and again, highlights that passive scaling is breaching contract on a consistent basis. Your company is not doing the job that it contractually agreed to do.

We have a plethora of evidence proving that passive scaling has breached contract and therefore we want our initial investment back or we will take legal action as for mentioned.

The item below has over 100 complaints and was ultimately the reason Wal-Mart cancelled our contract.

**Reason for Contact:** Damaged/Missing Parts/Not Received

**Item name/number:** Goli Nutrition Apple Cider Vinegar Gummies, 60 Count, Count Per Pack: 60/178552185

**Agent message:** cx called in to report a missing item

Attachment J

PX8

000386

Gmail - Legal Action Notice!!!

1/8/24, 10:06 AM

**Goli - Second Warning (VBP)**

ATTN: ASNF61

Goli Nutrition LLC is the manufacturer and intellectual property owner of Goli®.

Goli has authorized VantageBP LLC (hereinafter referred to as "VantageBP") to act as its non-exclusive representative for intellectual property infringement notifications and reseller verifications. VantageBP's search has detected unverified products using Goli intellectual property.

In order to deliver a positive consumer experience, Goli requires that products sold under the Goli name are genuine and sourced from legitimate channels. We reserve the right to seek confirmation that goods for sale in different retail channels meet these standards.

We have been unable to confirm that the goods listed for sale by your company are genuine, meet our quality standards, and are listed correctly. Accordingly, we ask that you provide us with information and documentation to substantiate that your products meet these requirements.

The listing(s) corresponding to your online seller account are as follows:

- Goli Nutrition Apple Cider Vinegar Gummies,

Romeo Brown  
Artist | Philanthropist

Roman Sterling H. <roman@optimize.digital>

To: Steven <sales@passivescaling.com>, support@passivescaling.com, Steven@passivescaling.com

Cc: Tatiana S <tatiana@passivescaling.com>, jerdonna@passivescaling.com, Trudy <Trudy@passivescaling.com>, Romeo Brown <

Thu, Dec 1, 2022 at 3:13 PM

Hey Team,

I received feedback from Kayleigh Severn & Jerome Brown regarding their account. Please see the forwarded email below.

Kind regards,



**Roman Sterling H.**

Senior Sales Officer

Optimize Digital LLC

Roman@Optimize.digital.com

www.Optimize.digital.com

3349 Michelson Dr. Suite 200, Irvine, CA



Gmail - Legal Action Notice!!!

1/8/24, 10:06 AM

Kayleigh Severn

Sat, Dec 10, 2022 at 8:33 AM

To: "Roman Sterling H." <roman@optimyzedigital.com>

Cc: Steven <sales@passivescaling.com>, support@passivescaling.com, Steven@passivescaling.com, Tatiana S <tatiana@passivescaling.com>, jerdonna@passivescaling.com, Trudy <Trudy@passivescaling.com>, Romeo Brown <[REDACTED]>

Hello,

Can we please get some response regarding the status of our store and our agreement with Passive Scaling? Can you also please note the last time that anyone besides Roman has been in contact with us? There has been no communication regarding our store. Again, this is unacceptable.

Kayleigh Severn

ASN61

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Sat, Dec 10, 2022 at 8:33 AM

To: [REDACTED]



### Address not found

Your message wasn't delivered to **Trudy@passivescaling.com** because the address couldn't be found, or is unable to receive mail.

[LEARN MORE](#)

The response was:

550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at <https://support.google.com/mail/?p=NoSuchUser> pj19-20020a170906d79300b0078171fd23sor1142656ejb.69 - gsmtpl

Final-Recipient: rfc822; Trudy@passivescaling.com

Action: failed

Status: 5.1.1

Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try

550-5.1.1 double-checking the recipient's email address for typos or

550-5.1.1 unnecessary spaces. Learn more at

550-5.1.1 <https://support.google.com/mail/?p=NoSuchUser> pj19-20020a170906d79300b0078171fd23sor1142656ejb.69 - gsmtpl

Last-Attempt-Date: Sat, 10 Dec 2022 08:33:46 -0800 (PST)

----- Forwarded message -----

From: Kayleigh Severn

To: "Roman Sterling H." <roman@optimyzedigital.com>

Cc: Steven <sales@passivescaling.com>, support@passivescaling.com, Steven@passivescaling.com, Tatiana S <tatiana@passivescaling.com>, jerdonna@passivescaling.com, Trudy <Trudy@passivescaling.com>, Romeo Brown <[REDACTED]>

Bcc:

Date: Sat, 10 Dec 2022 10:33:34 -0600

Subject: Re: Legal Action Notice!!!

----- Message truncated -----

Gmail - Existing client concerns

1/8/24, 10:06 AM



Kayleigh Severn [REDACTED]

## Existing client concerns

1 message

Roman Sterling H. <roman@optimizezdigital.com>

Wed, Dec 14, 2022 at 11:31 AM

To: support@passivescaling.com, jerdonna@passivescaling.com

Cc: Steven <sales@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>, Romeo Brown [REDACTED]

Jerdonna,

I hope you're doing well. Current client Kayleigh Severn & Jerome Brown are having issues with the store. It seems they would like to schedule a Zoom call to discuss this matter. Please advise.

Store: ASNF61

Kind regards,



**Roman Sterling H.**  
Senior Sales Officer  
Optimize Digital LLC

Roman@Optimizezdigital.com

www.Optimizezdigital.com

3349 Michelson Dr. Suite 200, Irvine, CA

Attachment J

PX8

000389



Gmail - Re: Asnf Store - [JRP-KSZRL-359]

1/8/24, 10:05 AM



Kayleigh Severn [REDACTED]

**Re: Asnf Store - [JRP-KSZRL-359]**

3 messages

Jerdonna P &lt;support@mail.salessupport.ladesk.com&gt;

Mon, Feb 6, 2023 at 6:14 AM

To: Kayleigh Severn [REDACTED], sherica@passivescaling.com

Cc: jerdonna@passivescaling.com

Hi Kayleigh,

Sherica just came back from brake

Can you book a call with her for this week?

Sherica

- Email /google chat - sherica@passivescaling.com
- Phone or text- +12015036016

Sincerely,

—Original message—

From: Kayleigh Severn [REDACTED]

Sent: 02/03/2023 15:25:09

Hello,

This is my third or fourth message and we still have heard no correspondence regarding our store. We are in the negative on amazon and again, the management of this is unacceptable. Please advise.

Kayleigh Severn

Kayleigh Severn [REDACTED]  
To: Jerdonna P <support@mail.salessupport.ladesk.com>

Tue, Feb 14, 2023 at 12:16 PM

Hi Jerdonna,

I still have not received any email or text response from Sherica since you originally emailed me her contact details.

Attachment K

PX8

000390

Gmail - Re: Asnf Store - [JRP-KSZRL-359]

1/8/24, 10:05 AM

Kayleigh

On Feb 6, 2023, at 8:14 AM, Jerdonna P <support@mail.salessupport.ladesk.com> wrote:

[Quoted text hidden]

**Kayleigh Severn** [REDACTED]  
To: Jerdonna P <support@mail.salessupport.ladesk.com>, sherica@passivescaling.com

Mon, Feb 20, 2023 at 1:40 PM

Following up here, once again.

On Feb 14, 2023, at 2:16 PM, Kayleigh Severn <[REDACTED]> wrote:

[Quoted text hidden]

-----Original message-----  
From: Kayleigh Severn <kaysevern@gmail.com>  
Sent: 01/19/2023 3:09:25 PM

Hello,

Following up on the below, we have still had no contact from passive scaling or it's employees. Please  
advise.

Kayleigh

Kayleigh Severn <kaysevern@gmail.com>  
To: Romeo Brown <rombrown30@gmail.com>

Thu, Jan 24, 2023 at 12:25 PM

-----Begin forwarded message-----

From: Jerdonna P <support@mail.salessupport.ladesk.com>  
Sent: January 24, 2023 at 1:04:43 PM CST  
To: Kayleigh Severn <kaysevern@gmail.com>, jerdonna@passivescaling.com  
Cc: Romeo H <rombrown30@gmail.com>  
Subject: Re: Store update-ASNP-[NSL-SWRFH-528]

Attachment K

PX8

000391



Gmail - Re: Store update- ASNF - [NSL-SWRFH-528]

1/8/24, 10:05 AM



Kayleigh Severn &lt;[REDACTED]&gt;

**Re: Store update- ASNF - [NSL-SWRFH-528]**

6 messages

Jerdonna P &lt;support@mail.salessupport.ladesk.com&gt;

Tue, Jan 24, 2023 at 11:54 AM

To: Kayleigh Severn &lt;[REDACTED]&gt; jerdonna@passivescaling.com

Cc: "Roman H." &lt;roman@optimyzedigital.com&gt;

Hi Kayleigh,

Sherica

- Email /google chat - sherica@passivescaling.com
- Phone or text- +12015036016
- Meeting - <https://go.oncehub.com/Sherica>

Sincerely,

-----Original message-----

From: Kayleigh Severn &lt;[REDACTED]&gt;

Sent: 01/19/2023 00:25:23

Hello,

Following up on the below. We have still had no contact from passive scaling or it's employees. Please advise.

Kayleigh

Kayleigh Severn &lt;[REDACTED]&gt;

Tue, Jan 24, 2023 at 12:25 PM

To: Romeo Brown &lt;[REDACTED]&gt;

Begin forwarded message:

From: Jerdonna P &lt;support@mail.salessupport.ladesk.com&gt;

Date: January 24, 2023 at 1:54:48 PM CST

To: Kayleigh Severn &lt;[REDACTED]&gt;, jerdonna@passivescaling.com

Cc: "Roman H." &lt;roman@optimyzedigital.com&gt;

Subject: Re: Store update- ASNF - [NSL-SWRFH-528]

Attachment K

PX8

000392

Gmail - Re: Store update- ASNF - [NSL-SWRFH-528]

1/8/24, 10:05 AM

Hi Kayleigh,

[Quoted text hidden]

---

**Kayleigh Severn** [REDACTED]  
To: jerdonna@passivescaling.com

Thu, Jan 26, 2023 at 8:56 AM

Hi Jerdonna,

I tried contacting Sherica yesterday and the day before and she isn't responding to anything. Please advise.  
Kayleigh

On Jan 24, 2023, at 2:25 PM, Kayleigh Severn [REDACTED] wrote:

[Quoted text hidden]

---

**Jerdonna P** <support@mail.salessupport.ladesk.com>  
To: Kayleigh Severn [REDACTED]

Thu, Jan 26, 2023 at 3:56 PM

Hi Kayleigh,

Apologies for the delay i will chack on that for you did you use chat or emails ?

[Quoted text hidden]

---

**Kayleigh Severn** [REDACTED]  
To: Jerdonna P <support@mail.salessupport.ladesk.com>

Thu, Jan 26, 2023 at 4:04 PM

I texted

On Jan 26, 2023, at 5:56 PM, Jerdonna P <support@mail.salessupport.ladesk.com> wrote:

Hi Kayleigh,

[Quoted text hidden]

---

**Kayleigh Severn** [REDACTED]  
To: Jerdonna P <support@mail.salessupport.ladesk.com>  
Cc: Romeo Brown [REDACTED]

Tue, Jan 31, 2023 at 9:22 AM

Hi Jerdonna,

We have still heard nothing from Sherica.

On Jan 26, 2023, at 6:04 PM, Kayleigh Severn [REDACTED] wrote:



Gmail - FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

1/8/24, 10:04 AM



Kayleigh Severn [REDACTED]

## FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

9 messages

Kayleigh Severn [REDACTED]

Fri, Aug 25, 2023 at 11:08 AM

To: "info@passivescaling.com" <info@passivescaling.com>, jerdonna@passivescaling.com, Steven@passivescaling.com, Steven <sales@passivescaling.com>

Cc: Romeo Brown [REDACTED], "Roman Sterling H." <roman@optimyzedigital.com>

PASSIVE SCALING, LLC

[REDACTED]  
Edgewater, New Jersey [REDACTED]

RA: Bratislav Rozenfeld

Dear PASSIVE SCALING, LLC,

I regret to inform you that PASSIVE SCALING, LLC has unfortunately breached its contractual obligations in multiple ways, thereby leading to a substandard and unsatisfactory experience.

Given these substantial breaches of contract and our right to exercise the contractual "Refund Option" listed below, I hereby formally demand a full refund of the \$30,000 (thirty-thousand Dollars) for the Walmart Automation e-commerce store. I kindly request that this refund be processed promptly and that I receive written confirmation of the refund initiation within **3 business days** from the receipt of this letter.

It is my sincere hope that we can resolve this matter amicably and avoid the need for legal action. However, I want to emphasize that I am fully aware of my rights as a consumer under the law and am prepared to take further steps if necessary to protect my interests.

I have attached a copy of the contract. If proof of payment or any relevant correspondence is needed for your reference, please let me know. Please also note that the last time we have heard any communication from Passive Scaling, LLC and its employees was on 2/6/23.

I expect this matter to be handled with the utmost urgency and professionalism.

Please direct any communication regarding this matter to my email address at [REDACTED] or [REDACTED]

Thank you for your prompt attention to this issue. I look forward to a swift resolution.

Sincerely,  
Kayleigh Severn

### 10. REFUND POLICY –

A. Subject to Paragraph (C) below, during the Term of this Agreement, if

Consultant's Services result in a Prohibited Action, twice, Client has the option ("Refund Option") to request a refund. Additionally, following an eighteen(18) month period if the Client has not



Gmail - FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

1/8/24, 10:04 AM

made back their initial stores costs, Client has the option to request a refund within a thirty (30) day period following their 18th month of working days. To exercise the Refund Option, Client must notify Consultant of that election in writing. In that event, subject to Paragraph (C), Consultant will refund a portion of the Fee, as defined in Paragraph (B) below (the "Refund Amount").


- B. The Refund Amount shall be calculated by the following formula: (x) the Fee (\$30,000.00) less (y) any Net Profit and Cash Back Client received during the Refund Period, and less (z) any Net Profit and Cash Back Client received through the Cure Stores; provided, however, that (1) Client has not engaged in any act that interferes with the operation of Client's Stores or of Consultant's Services or which would be in breach of this Agreement, including, without limitation, a Suspension of Client's Stores for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises the Refund Option. The Parties further agree that under no circumstance shall the Refund Amount exceed the Fee of (\$30,000.00).
- C. Client's right to exercise the Refund Option for reason of Prohibited Action under Paragraph (A) is expressly conditioned on Consultant first managing one replacement store (the "Cure Store") for Client, and the Cure Store also resulting in a Prohibited Action.

page9image40063024

Kayleigh Severn

Fri Aug 25 2023 11:08:00 -0700

Gmail - FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

 SevernBrownContract.pdf  
909K

Fri Aug 25 2023 at 12:04 PM

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Fri, Aug 25, 2023 at 11:09 AM

To:



## Address not found

Your message wasn't delivered to  
**roman@optimyzedigital.com** because the address couldn't be  
found, or is unable to receive mail.



Gmail - FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

1/8/24, 10:04 AM

**LEARN MORE**

The response was:

550 5.1.1 The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at <https://support.google.com/mail/?p=NoSuchUser> e30-20020a50d4de000000b00522bafcb479sor375787edj.7 - gsmtip

Final-Recipient: rfc822; roman@optimizedigital.com

Action: failed

Status: 5.1.1

Diagnostic-Code: smtp; 550-5.1.1 The email account that you tried to reach does not exist. Please try

550-5.1.1 double-checking the recipient's email address for typos or

550-5.1.1 unnecessary spaces. Learn more at

550 5.1.1 <https://support.google.com/mail/?p=NoSuchUser> e30-20020a50d4de000000b00522bafcb479sor375787edj.7 - gsmtip

Last-Attempt-Date: Fri, 25 Aug 2023 11:09:05 -0700 (PDT)

----- Forwarded message -----

From: Kayleigh Severn [REDACTED]

To: "info@passivescaling.com" <info@passivescaling.com>, jerdonna@passivescaling.com,

Steven@passivescaling.com, Steven <sales@passivescaling.com>

Cc: Romeo Brown [REDACTED] "Roman Sterling H." <roman@optimizedigital.com>

Bcc:

Date: Fri, 25 Aug 2023 11:08:50 -0700

Subject: FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

----- Message truncated -----

Kayleigh Severn [REDACTED]  
To: info@passivescaling.com

Fri, Sep 15, 2023 at 12:04 PM

**ORIGINALLY SENT ON AUGUST 25th, 2023**

**PASSIVE SCALING, LLC**

[REDACTED]  
Edgewater, New Jersey [REDACTED]  
RA: Bratislav Rozenfeld

Dear PASSIVE SCALING, LLC,

I regret to inform you that PASSIVE SCALING, LLC has unfortunately breached its contractual obligations in multiple ways, thereby leading to a substandard and unsatisfactory experience.

Given these substantial breaches of contract and our right to exercise the contractual "Refund Option" listed below, I

<https://mail.google.com/mail/u/0/?ik=46a1cceb74&view=pt&search=a...simpl=msg-f:1777756742367451073&simpl=msg-f:1776068420577212765>

Page 3 of 7

**Attachment L**

**PX8**

**000396**

Gmail - FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

1/8/24, 10:04 AM

hereby formally demand a full refund of the \$30,000 (thirty-thousand Dollars) for the Walmart Automation e-commerce store. I kindly request that this refund be processed promptly and that I receive written confirmation of the refund initiation within **3 business days** from the receipt of this letter.

It is my sincere hope that we can resolve this matter amicably and avoid the need for legal action. However, I want to emphasize that I am fully aware of my rights as a consumer under the law and am prepared to take further steps if necessary to protect my interests.

I have attached a copy of the contract. If proof of payment or any relevant correspondence is needed for your reference, please let me know. Please also note that the last time we have heard any communication from Passive Scaling, LLC and its employees was on 2/6/23.

I expect this matter to be handled with the utmost urgency and professionalism.


Please direct any communication regarding this matter to my email address at [REDACTED] or [REDACTED]

Thank you for your prompt attention to this issue. I look forward to a swift resolution.

Sincerely,  
Kayleigh Severn and Romeo Brown

[Quoted text hidden]

Kayleigh Severn  
Senior Executive Assistant

 SevernBrownContract.pdf  
909K

Kayleigh Severn [REDACTED]  
To: info@passivescaling.com

Fri, Sep 15, 2023 at 2:37 PM

Begin forwarded message:

From: Kayleigh Severn [REDACTED]  
Date: September 15, 2023 at 12:04:54 PM PDT  
To: info@passivescaling.com  
Subject: Fwd: FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

[Quoted text hidden]

<https://mail.google.com/mail/u/0/?ik=46a1cceb74&view=pt&search=a...siml=msg-f:1777755742367451073&siml=msg-f:1778668420577212785>

Page 4 of 7

Attachment L

PX8


000397



Gmail - FORMAL DEMAND FOR REFUND DUE TO "REFUND OPTION" AND BREACH OF CONTRACT

1/8/24, 10:04 AM

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 **SevernBrownContract.pdf**  
909K

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**Passive Scaling Support** <sales@passivescaling.com>  
To: Kayleigh Severn [REDACTED]

Thu, Sep 21, 2023 at 5:58 PM

Subject: Confirmation of Receipt and Refund Investigation

Dear Kayleigh Severn and Romeo Brown,

I hope this message finds you well. We have received your email dated August 25th, 2023, regarding your request for a refund for the Walmart Automation e-commerce store.

I want to assure you that your official refund request has been received and is currently under investigation by our legal and finance teams. We take this matter seriously and are committed to addressing it promptly and professionally.

Here is a brief outline of the process and timeline you can expect:

1. **\*\*Investigation\*\***: Our legal and finance teams will thoroughly review the contract and all relevant information to assess the validity of your refund request. This process is expected to be completed within the next 15 business days.
2. **\*\*Communication\*\***: You will receive an update on the progress of your refund request via email by the end of this month. This update will include specific details regarding the status of your request and any actions taken.
3. **\*\*Clarification\*\***: If you have any questions or require further clarification regarding the refund process, you are welcome to discuss it with our team. Please feel free to reply to our email, and we will provide you with the necessary channels for communication.

We understand the importance of resolving this matter to your satisfaction and aim to handle it with the utmost diligence and transparency.

Should you need any additional information or have specific inquiries about your refund request, please do not hesitate to contact us at the email address provided in your original email.

We appreciate your patience and cooperation in this matter and look forward to working towards a swift resolution.

Sincerely,  
Client Support Director  
Passive Scaling Inc.

(Quoted text hidden)

---

**Kayleigh Severn**  
To: Romeo Brown [REDACTED]

Thu, Sep 21, 2023 at 6:36 PM

Begin forwarded message:

<https://mail.google.com/mail/u/0/?ik=46a1cceb74&view=pt&search=a...simpl=msg-f:1777755742367451073&simpl=msg-f:1778668420577212785>

Page 5 of 7

Attachment M

PX8

000398

Gmail - Client Refunds Update - Ensuring Transparency and Timely Execution

1/8/24, 10:04 AM



Kayleigh Severn <[REDACTED]>

## Client Refunds Update - Ensuring Transparency and Timely Execution

15 messages

Passive Scaling Support <sales@passivescaling.com>

Tue, Oct 3, 2023 at 5:52 PM

To: Kayleigh Severn <[REDACTED]>

Cc: Jerdonna P <jerdonna@passivescaling.com>

Dear Kayleigh Severn ,

We hope this newsletter finds you well. We understand that you have been waiting patiently for updates on your refund requests, which were put on hold due to our company's financial situation. We deeply appreciate your understanding and continued trust in Passive Scaling Inc.

To ensure complete transparency and keep you informed about the progress, we have prepared this newsletter to provide you with all the essential details regarding your refund status and our plans moving forward.

### What is the current status of my refund request?

- Current all refunds including active settlement agreements that were being conducted are currently on pause for the next 120 days.

### Where do I stand on the list of refund requests?

- Your first official refund request was submitted on **August 2022** and this makes your request #13 in the second batch of pending settlements.

### Can you provide an estimated wait time for my refund to be processed?

- At present the company is not taking on any new clients and thus we are issuing refunds from the monthly generated profits of our current active clients. With that said we are hoping to be able to provide a between answer to this question within the next 120 days. Please note that all refunds are processed in the order they are submitted.

Refund Updates: Since we have received an overwhelming number of refund requests, and due to varying factors most of which are outside of our direct control our finance team has been working tirelessly to process each request carefully. We are pleased to inform you that we have already been able to come to some form of agreement with over half of the requests that we currently have and have been able to partially process a significant portion of the refund requests.

However, due to the complexity of some requests and the need to ensure fairness to all clients, some refunds have taken longer than expected. Rest assured, your request is in the queue, and we are committed to addressing it as quickly as possible.

### What actions will the company take over the next 120 days to expedite the refund process?

- The aim of the company over the next 120 days is to continue to equip our current team to improve the profitability of our currently active client along with other avenues being explored to increase



revenue or secure funding to expedite the refund process. With additional revenue and the stability of our company finances our aim is to be able to not only start/restart the refund execution process but also if possible expedite it where needed and if possible.

**Can you provide details about the steps being taken to resolve the financial situation?**

- The team has been focused on minimizing costs and increasing profits over the last two quarters. With that in mind, we have repurposed most non-essential staff and also put measures in place to improve communication and transparency. We aim to do all of the above while primarily focusing on our active clients, as their success is a major part of our plans to move forward.

**Future Plans:** Over the next 120 days, we are implementing various measures to expedite the refund process while ensuring our financial stability. These measures include streamlining internal processes, optimizing resource allocation, and exploring strategic partnerships.

We understand the importance of timely refunds, and we want to assure you that these initiatives are geared toward delivering the best possible outcomes for our clients.

**How will the refund contract be created?**

- All refund contracts/settlement agreements will be provided in line with the client's original contract terms and thus will be handled on a client-by-client base.

**What factors are considered in determining the order of refund processing?**

- The refund teams are in Section 10 of each client contract.
- The reason for the refund request
- The legal and financial teams' investigation and findings
- Any details provided by the client in support of their request

**Refund Contract and Priority:** Each refund request is assessed based on the terms outlined in our refund contract and the date the request was submitted. We are following a fair and transparent approach to prioritize refunds based on these factors.

**How will the payment be issued?**

- At the time when a written agreement is provided the company if needed will seek to negotiate with the client on payment amount and duration.

**Are there any specific requirements for payment processing?**

- The client will be provided with a bank authorization form which will have to be authorized by the client's bank of choice.
- If applicable the client will be advised of the store transition process &/ inventory liquidation process.

**Payment Process:** Once your refund request is approved, we will process the payment using your approved deposit method. If there are any changes to your payment details, please inform our support team to ensure a smooth and timely payment process.

**How will the communication gaps be addressed, and what improvements can clients expect in**



Gmail - Client Refunds Update - Ensuring Transparency and Timely Execution

1/8/24, 10:04 AM

**the future?**

- Starting this month all clients on the list for refunds will be provided with a single monthly newsletter, along with the option of meeting with our client Support Manager for a 30-minute meeting once per month to discuss any concerns or any additional clarification that may be needed.
- Additionally if in the event that the company is able to expedite the excitation of any refund, the client will be contacted at that time to discuss the process over a call.
- While we would like to provide a weekly update, based on all the factors involved and details that may need time to provide to a number of clients we think that updates every 30 days will not only be more accurate but will yield better results.

Improving Communication: We acknowledge that there have been communication gaps during this challenging period. To address this issue, we are actively enhancing our communication channels and ensuring regular updates on the status of your refund requests.

Our goal is to foster better communication and transparency throughout the refund process, and we appreciate your patience and understanding as we work towards making significant improvements.

Once again, we would like to express our sincere gratitude for your continued support and understanding during this time. Rest assured, we remain fully committed to executing our contracts in a timely manner, and we are confident that we will resolve your refund request as quickly as possible.

If you have any further questions or concerns, please do not hesitate to discuss your concerns on your next scheduled call or by responding to the newsletters. The team is still available between the hours of **10:30 a.m. EST to 2:30 p.m. EST Monday through Friday**. Please also feel free to email your concerns to [Info@passivescaling.com](mailto:Info@passivescaling.com).

Thank you for your trust in Passive Scaling. We are honored to have you as a valued client.

Best regards,

Client Support team

*Passive Scaling Inc*

Contact Information: [Info@passivescaling.com](mailto:Info@passivescaling.com)

On Mon, Oct 2, 2023 at 1:13 PM Kayleigh Severn [REDACTED] wrote:  
Hello,

Reminder that it is now 10/2 and we have received no further communication from Passive Scalinf regarding our refund process. Please advise.

Kayleigh Severn

On Sep 21, 2023, at 6:37 PM, Kayleigh Severn [REDACTED] wrote:



Gmail - Client Refunds Update - Ensuring Transparency and Timely Execution

1/8/24, 10:04 AM

More BULLSHIT, we still don't have a direct contact or can put a face to who's behind the curtain.

[Quoted text hidden]

---

Kayleigh Severn [REDACTED]

Mon, Oct 9, 2023 at 1:00 PM

To: Passive Scaling Support <sales@passivescaling.com>

Cc: Jerdonna P <jerdonna@passivescaling.com>, Romeo Brown [REDACTED]

Hello,

120 days is not acceptable. Please advise a different course of action or we will be forced to take legal action without hesitation.

Best,  
Kayleigh Severn

On Oct 3, 2023, at 5:52 PM, Passive Scaling Support <sales@passivescaling.com> wrote:

[Quoted text hidden]

---

Kayleigh Severn [REDACTED]

Tue, Dec 5, 2023 at 12:58 PM

To: Passive Scaling Support <sales@passivescaling.com>, info@passivescaling.com

Hi Jerdonna,

Do we have an update on this? Please advise.

Kayleigh

[Quoted text hidden]

---

Info <info@passivescaling.com>

Wed, Dec 6, 2023 at 7:13 AM

To: Kayleigh Severn [REDACTED]

Hello Kayleigh,

Apologies for the delay in response

The team has a pending settlement offer for your company, for us to send that out please resend the signed copy of your contract so that we can finalize the agreement.

Once finalized we will have the contract sent out with in 72 hrs.

[Quoted text hidden]

---

Kayleigh Severn [REDACTED]

Wed, Dec 6, 2023 at 8:25 AM

To: Info <info@passivescaling.com>


Hello,

Please see original signed agreement between Passive Scaling and Jerome Brown/Kayleigh Severn attached.

Kayleigh Severn

[Quoted text hidden]

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 SevernBrownContract.pdf  
909K

Gmail - Client Refunds Update - Ensuring Transparency and Timely Execution

1/8/24, 10:04 AM

**Kayleigh Severn** [REDACTED]  
To: Info <info@passivescaling.com>

Sun, Dec 10, 2023 at 10:50 AM

Hello,

I did not receive a response within 72 hours. Please advise.

Kayleigh

[Quoted text hidden]



**SevernBrownContract.pdf**  
909K

---

**Sales P** <sales@passivescaling.com>  
To: Kayleigh Severn <[REDACTED]>

Mon, Dec 11, 2023 at 4:40 AM

Hello Kayleigh,

Thank you for your email

Please note that we will provide a follow-up by end of day on the 13th

[Quoted text hidden]

---

**Kayleigh Severn** [REDACTED]  
To: Sales P <sales@passivescaling.com>

Wed, Dec 13, 2023 at 11:43 AM

Hello,

Following up here. Thanks.

On Dec 11, 2023, at 4:41 AM, Sales P <sales@passivescaling.com> wrote:

[Quoted text hidden]

---

**Kayleigh Severn** [REDACTED]  
To: Info <info@passivescaling.com>, Jerdonna P <jerdonna@passivescaling.com>

Mon, Dec 18, 2023 at 3:34 PM

Hello,

Today is now 12/18 and we have yet to be provided with a settlement agreement or any follow-up. Please update ASAP.

Kayleigh

[Quoted text hidden]

---

**Jerdonna** <jerdonna@passivescaling.com>  
To: Kayleigh Severn <[REDACTED]>

Tue, Dec 19, 2023 at 5:37 AM

Hi Kayleigh,

I will follow up with the team at 10 am est when they arrive.  
Apologies again for the delay

[Quoted text hidden]



Gmail - Client Refunds Update - Ensuring Transparency and Timely Execution

1/8/24, 10:04 AM

**Kayleigh Severn** [REDACTED]  
To: Jerdonna <jerdonna@passivescaling.com>

Tue, Dec 26, 2023 at 10:17 AM

Jerdonna,

Do you have an update here?

On Dec 19, 2023, at 8:37 AM, Jerdonna &lt;jerdonna@passivescaling.com&gt; wrote:

[Click here to view the message](#)

---

**Kayleigh Severn** [REDACTED]  
To: Jerdonna <jerdonna@passivescaling.com>

Wed, Jan 3, 2024 at 8:44 AM

Jerdonna,  
PLEASE PROVIDE AN UPDATE REGARDING OUR REFUND.

On Dec 19, 2023, at 5:37 AM, Jerdonna &lt;jerdonna@passivescaling.com&gt; wrote:

[Click here to view the message](#)

Attachment O

PX8

000404

Gmail - Passive Scaling Scam

1/8/24, 10:03 AM



Kayleigh Severn [REDACTED]

**Passive Scaling Scam**

6 messages

**Kayleigh Severn** [REDACTED]

Wed, Aug 23, 2023 at 7:23 PM

To: [REDACTED]

Hi Kenny,

I came across your active court case online and my business partner and I are both victim to the exact same scam by Passive Scaling and Steven Rosenberg. If you are willing, I would really like to connect with you via phone call or email (whatever you are most comfortable with) as there are many more of us that have fallen victim to this horrendous scam.

We are reaching our 18 month mark and haven't heard a thing from them in 8 months.

Also happy to help in any way with your case by providing additional victim statements or anything else that may assist.

Looking forward to hearing from you,

Kayleigh Severn

**Kenny Craig** [REDACTED]

Thu, Aug 24, 2023 at 8:49 AM

To: Kayleigh Severn [REDACTED]

Good morning. Thank you for reaching out to me. I would love to speak with you. What they did and are continuing to do even to this day is egregious. My number is [REDACTED] I am usually available anytime after 3 pm EST.

Sincerely,  
Kenny

Quoted text hidden

**Kayleigh Severn** [REDACTED]

Thu, Aug 24, 2023 at 9:13 AM

To: Romeo Brown [REDACTED]

Do you want to be on this call? This is the guy that has an active law suit against passive.

Begin forwarded message:

**From:** Kenny Craig [REDACTED]  
**Date:** August 24, 2023 at 8:49:39 AM PDT  
**To:** Kayleigh Severn [REDACTED]

Attachment P

PX8

000405



Gmail - Passive Scaling Scam

1/8/24, 10:03 AM

**Subject: Re: Passive Scaling Scam**

[Quoted text hidden]

**Kayleigh Severn**  
To: Romeo Brown

Thu, Aug 24, 2023 at 9:14 AM

Hi Kenny,

I will give you a call today. I am on PST time most likely around 4pm your time. I will call you from my number-

Kayleigh

On Aug 24, 2023, at 9:13 AM, Kayleigh Severn &lt;[REDACTED]&gt; wrote:

[Quoted text hidden]

**Kayleigh Severn**  
To: Kenny Craig <[REDACTED]>

Thu, Aug 24, 2023 at 12:01 PM

Hi!

I will call you from [REDACTED] shortly if that works!

Kayleigh

On Aug 24, 2023, at 8:49 AM, Kenny Craig &lt;[REDACTED]&gt; wrote:

[Quoted text hidden]

**Kenny Craig**  
To: Kayleigh Severn <[REDACTED]>

Thu, Aug 24, 2023 at 12:05 PM

great!

[Quoted text hidden]

Attachment P

PX8

000406

**SUPERIOR COURT OF NEW JERSEY  
HUDSON COUNTY**

**KENNY CRAIG,**

**Plaintiff(s) – Petitioner(s)**

**V.**

**DOCKET NO.: HUD-L-002343-23**

**PASSIVE SCALING, LLC,**

**Defendant(s) – Respondent(s)**

STATE OF NEW JERSEY  
COUNTY OF ESSEX ss.:

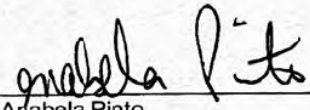
Anabela Pinto, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of 18 years and not a party to this action.

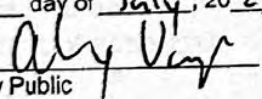
On 07/06/2023 at 8:25 PM, I served a true copy of a **CIVIL ACTION SUMMONS, COMPLAINT, FORM A ATTACHMENT** upon **PASSIVE SCALING, LLC C/O BRATISLAV ROZENFELD** at **757A UNDERCLIFF AVE EDGEWATER, NEW JERSEY 07020** in the manner indicated below:

**Corporation** By delivering a true copy of each to **AMANDA DOE (REFUSED TO PROVIDE LAST NAME)**  
**[ X ]** personally. Deponent knew said corporation served to be the corporation described as the named recipient and knew said individual to be the **AUTHORIZED REPRESENTATIVE / WIFE** thereof, and an authorized person to accept service of process.

<b>Approximate</b>	<b>Female</b>	<b>White</b>	<b>Black</b>	<b>30</b>	<b>5'6"</b>	<b>120 lbs</b>	<b>Brown</b>
<b>Description of</b>							
<b>Receipt</b>	<b>Sex</b>	<b>Skin</b>	<b>Hair Color</b>	<b>Age</b>	<b>Height</b>	<b>Weight</b>	<b>Eyes</b>

**Servers notes:** When I arrived, she called Mr. Rosenfield on the phone and over the speaker phone he stated that she was authorized to accept.

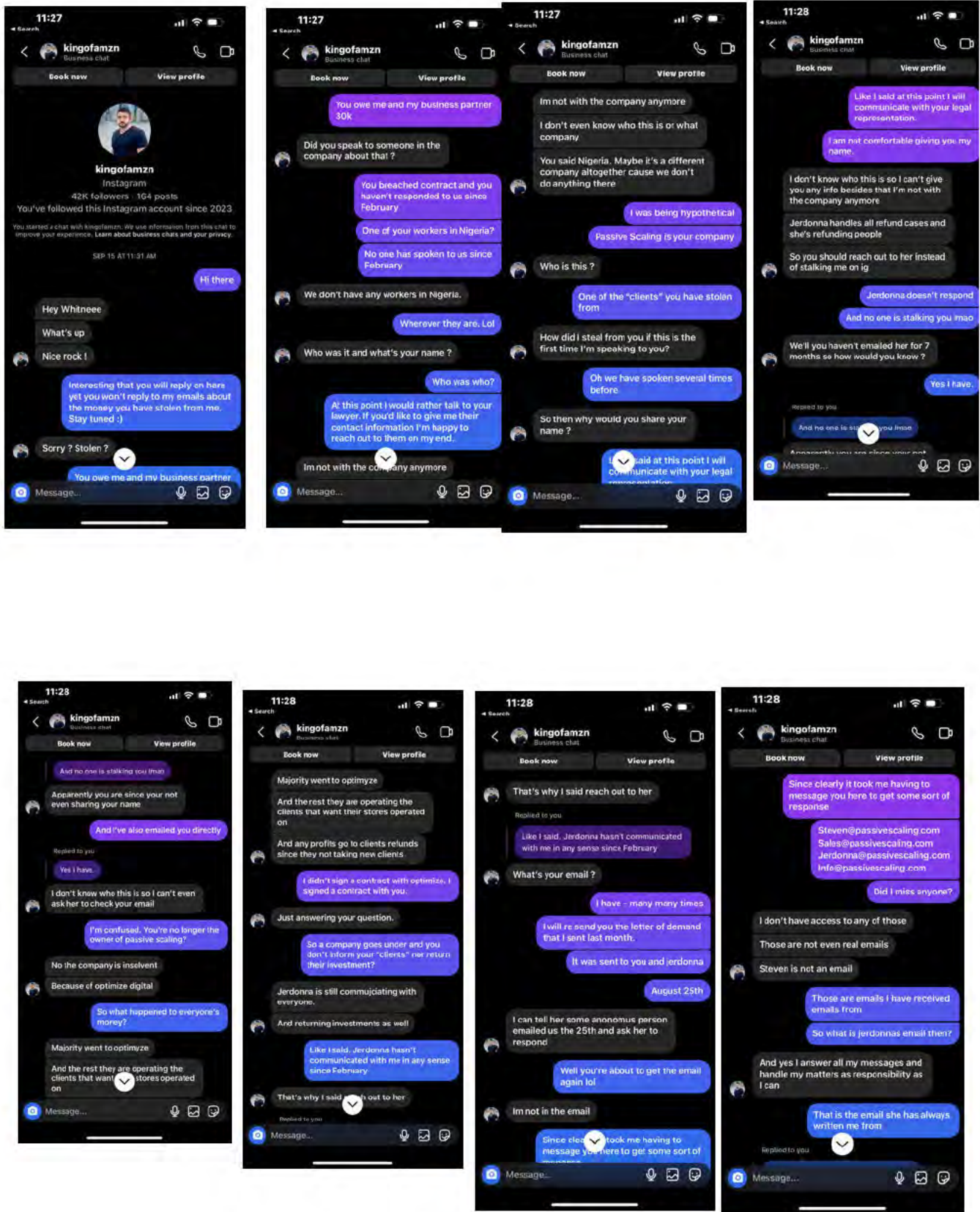
  
Anabela Pinto

Sworn to before me this  
11 day of July, 2023  
  
Notary Public

Alexander Vays, Esq.  
Notary Public  
State of New Jersey  
New Jersey Attorney ID 000072014

Attachment P

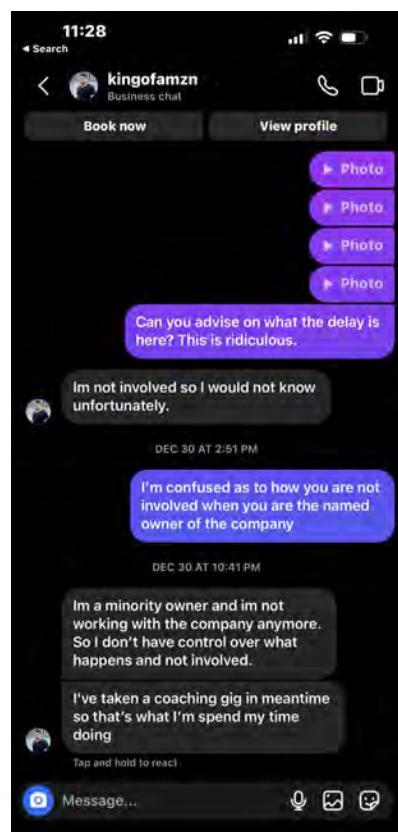
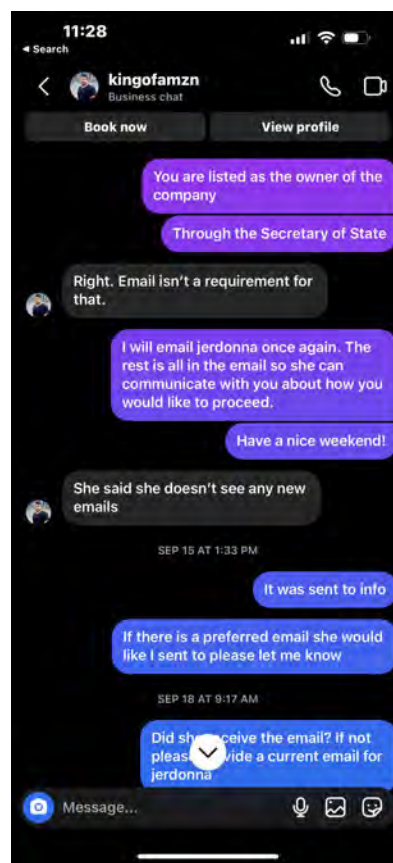
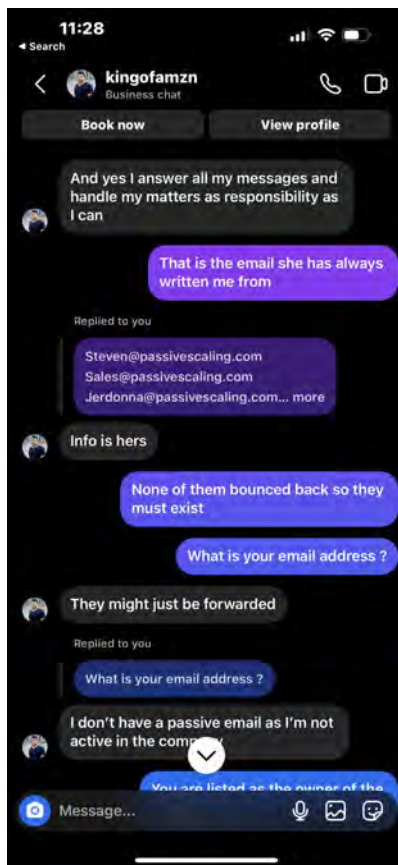




Attachment Q

PX8

000408



Attachment Q

PX8

000409



NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

PASSIVE SCALING INC  
0450602727

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/08/2021 and was assigned identification number 0450602727. Following are the articles that constitute its original certificate.

1. **Name:**  
PASSIVE SCALING INC
  2. **Registered Agent:**  
BRATISLAV ROZENFELD
  3. **Registered Office:**  
[REDACTED]  
EDGEWATER, NEW JERSEY [REDACTED]
  4. **Business Purpose:**  
SOFTWARE
  5. **Duration:**  
PERPETUAL
  6. **Stock:**  
200
  7. **Effective Date of this filing is:**  
02/08/2021
  8. **First Board of Directors:**  
BRATISLAV ROZENFELD  
757A UNDERCLIFF AVE  
EDGEWATER, NEW JERSEY 07020
  9. **Incorporators:**  
BRATISLAV ROZENFELD  
[REDACTED]  
EDGEWATER, NEW JERSEY [REDACTED]
  10. **Main Business Address:**  
[REDACTED]  
EDGEWATER, NEW JERSEY [REDACTED]
- Signatures:**  
BRATISLAV ROZENFELD  
INCORPORATOR

Continued on next page ...

Page 1 of 2

Attachment Q

PX8

000410